

Kevin H. Breck, WSBA #39183
 Winston & Cashatt, Lawyers
 Bank of America Financial Center
 601 W. Riverside, Suite 1900
 Spokane, WA 99201
 (509) 838 1416 (fax)
 (509) 838 6131
 khb@winstoncashatt.com

Lewis Perling (admitted *pro hac vice*)
 King & Spalding LLP
 1180 Peachtree Street
 Atlanta, GA 30309
 Phone: (404) 572-4600
 Fax: (404) 572-5100
 Email: lperling@kslaw.com

HON. RICARDO S. MARTINEZ

**UNITED STATES DISTRICT COURT
 WESTERN DISTRICT OF WASHINGTON
 AT SEATTLE**

SURINDER S. BRATCH,)
)
 Plaintiff,)
)
 v.)
)
 EQUIFAX INFORMATION SERVICES)
 LLC, and EXPERIAN INFORMATION)
 SOLUTIONS, INC.,)
)
 Defendants.)

Case Number: 2:09-cv-01724-RSM

**SUPPLEMENTAL DECLARATION
 OF LADEAMYA MIXON IN SUPPORT
 OF DEFENDANT EQUIFAX INFORMATION
 SERVICES LLC'S MOTION FOR PARTIAL
 SUMMARY JUDGMENT**

I, Ladeamya Mixon, declare, under penalty of perjury and pursuant to 28 U.S.C. § 1746, as follows:

1. I am Manager of Customer Services for Defendant Equifax Information Services LLC ("Equifax").

2. I am over 21 years of age and I have personal knowledge of the facts below based upon

1 my experience and a review of Equifax's records. I am otherwise competent to provide this declaration.

2 3. If a consumer disputes an account stating that it was "never paid late," Equifax will
3 generally advise the furnisher, via Automated Consumer Dispute Verification ("ACDV"), that the
4 consumer "disputes the current/pervious account status/payment history profile/payment rating. Verify
5 payment history profile, account status, and payment rating." Equifax expects that the furnisher
6 thereafter will investigate and respond by verifying the information as reported, deleting it, or updating
7 it.

8 4. When Equifax submits an ACDV to a furnisher that states that the dispute by the
9 consumer is "Not his/hers. Provide complete ID," Equifax likewise expects that the furnisher will verify
10 all information, including the payment history, delete it, or update it.

11 5. When Plaintiff made a dispute to Equifax in July 2008 that a Capital One and an
12 Americas Servicing account were "never paid late," Equifax should have notified the two furnishers in
13 the ACDV that he "disputes the current/pervious account status/payment history profile/payment rating.
14 Verify payment history profile, account status, and payment rating."

15 6. Even though the two furnishers, Capital One and Americas Servicing, were told instead
16 that the dispute was "not his," they both verified the payment history as well as the identifying
17 information on the accounts.

18 7. Consequently, Equifax complied with Plaintiff's request to investigate the payment
19 history on the Capital One and Americas Servicing accounts in its July 2008 reinvestigation.

20 8. Equifax did not use the wrong name on the ACDVs that it sent to the furnishers in the
21 July 2008 dispute reinvestigation.

22 9. Instead, it correctly used the name that was on the credit file at the time of the dispute.

10. Since Plaintiff was not disputing the ownership of the accounts in July 2008, having the

1 name Sukhwinder S. Bratch on the ACDVs did not alter or change the reinvestigation.

2 11. Plaintiff's telephone call to Equifax on October 8, 2008 was not a dispute of any
3 information.

4 12. Instead, because the consumer was not disputing information, Equifax treated the call as
5 a consumer inquiry and answered questions for Plaintiff.

6 Pursuant to 28 U.S.C. §1746, I further declare under penalty of perjury of the laws of the United
7 States of America that the foregoing is true and correct.

8 Executed this 5th day of May, 2011, at Atlanta, Georgia.

9
10 /s/**Ladeamya Mixon**

Ladeamya Mixon